

## **EXHIBIT D**

1 THOMAS M. FERLAUTO (SBN 155503)  
2 LAW OFFICE OF THOMAS M. FERLAUTO, APC  
3 25201 Paseo de Alicia, Suite 270  
4 Laguna Hills, California 92653  
5 Telephone: 949-334-8650  
6 Fax: 949-334-8691  
7 Email: TMF@lawofficeTMF.com  
8 Attorney for Plaintiff, JOSHUA ASSIFF

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 **JOSHUA ASSIFF,**

12 **Plaintiff,**

13 **v.**

14 **COUNTY OF LOS ANGELES;**  
15 **SHERIFF DEPUTY BADGE**  
16 **NUMBER 404532;**  
17 **And DOES 1 through 10,**

18 **Defendants.**

**Case No. 2:22-cv-05367 RGK (MAAx)**

**PLAINTIFF'S INITIAL  
DISCLOSURES – DOCUMENTS  
FRCP 26(a)(1)(ii)&(iii)**

19  
20 Plaintiff JOSHUA ASSIFF (hereinafter referred to as “Plaintiff”) hereby  
21 submits the following initial disclosures – documents – under Federal Rules of  
22 Civil Procedure, Rule 26(a)(1)(ii)&(iii):

- 23 1. Video recordings of incident (2)  
24 2. Photographs of Plaintiff after the incident (5)  
25 3. Tow receipts  
26 4. Bail receipts  
27 5. Booking records  
28

1           6.     Medical receipts

2           7.     Medical progress notes

3  
4           Plaintiff does not identify those documents solely intended for impeachment  
5 purposes. Plaintiff reserves the right to supplement this list as additional  
6 documents are identified.

7  
8     DATED: October 26, 2022

The Law Office Of Thomas M. Ferlauto, APC

9  
10           By: \_\_\_\_\_



11           Thomas M. Ferlauto

12           Attorney For: Plaintiff, JOSHUA ASSIFF  
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FREEWAY TOWING SC

26921 RUETHER AVE  
SANTA CLARITA, CA 91351  
(661)252-8869

9/24/2021 7:02:11 PM

Reference Number: 418361128  
Total: \$267.00  
Transaction Type: Sale  
Transaction Status: Pending Settlement  
Card Type: MasterCard  
Card Number: XXXXXXXXXX  
Entry Method: Keyed  
Approval Code: 06343B  
Approval Message: APPROVAL  
AVS Result: Zip Match Only  
CSC Result: Match  
Customer Name: JOSHUA ROBERT DEVAUN  
ASSIFF  
Invoice: RELEASE FILE # 202101737

X \_\_\_\_\_  
Please sign here to agree to payment.



UNITED STATES FIRE INSURANCE COMPANY  
11490 Westheimer Rd., Suite 300 77077  
P.O. Box 2807 • Houston, Texas 77252-2807  
(713) 954-8100 • (713) 954-8389 FAX  
Email: CourtNotices@cfins.com

SCV BAIL BONDS, INC.  
20605 SOLEDAD CANYON ROAD  
SANTA CLARITA, CA 91355  
INS. LICENSE #1846812  
PHONE: 661-299-2245

(PLACE BAIL AGENT'S ADDRESS STAMP HERE)

**BAIL BOND**No. 425-21234134

(POWER OF ATTORNEY WITH THIS NUMBER MUST BE ATTACHED)

IN THE Superior COURT OF THE San Fernando JUDICIAL DISTRICTCOUNTY OF Los Angeles, STATE OF CALIFORNIA

THE PEOPLE OF THE STATE OF CALIFORNIA,

CASE NO. \_\_\_\_\_

Plaintiff

DIV. NO. \_\_\_\_\_

vs.

Assiff Joshua RobertDefendant Assiff Joshua Robert

(NAME OF DEFENDANT)

6252590

(BOOKING NO.)

having been admitted to bail in the sum of Twenty five thousandDollars (\$ 25,000)

and ordered to appear in the above-entitled court on

on 10 MONTH 25 DAY 21 YEAR 830 AM TIME

charge/s;

(STATE "MISDEMEANOR" OR "FELONY")

now, UNITED STATES FIRE INSURANCE COMPANY hereby undertakes that the above-named defendant will appear in the above-named court on the date above set forth to answer any charge in any accusatory pleading based upon the acts supporting the complaint filed against him/her and as duly authorized amendments thereof, in whatever court may be filed and prosecuted, and will at all times hold him/herself amenable to the orders and process of the court and if convicted, will appear for pronouncement of judgment or grant of probation, or if he/she fails to perform either of these conditions, that UNITED STATES FIRE INSURANCE COMPANY will pay to the People of the State of California the sum of Twenty five thousand Dollars (\$ 25,000) subject to applicable legal provisions.

If the forfeiture of this bond be ordered by the Court, judgment may be summarily made and entered forthwith against the said UNITED STATES FIRE INSURANCE COMPANY for the amount of its undertaking herein as provided by Sections 1305 and 1306 of the Penal Code.

THIS BOND IS VOID IF WRITTEN FOR AN AMOUNT GREATER THAN THE POWER OF ATTORNEY ATTACHED HERETO, IF MORE THAN ONE SUCH POWER IS ATTACHED OR IF WRITTEN AFTER THE EXPIRATION DATE SPECIFIED ON THE ATTACHED POWER OF ATTORNEY.

UNITED STATES FIRE INSURANCE COMPANY

By

Michael Ziemer - Senior Vice President



I certify under penalty of perjury that I am a licensed bail agent of UNITED STATES FIRE INSURANCE COMPANY and that I am executing this bond on 9/24/21

at Santa Clarita, CA

(DATE)

(LOCATION)

Shannon L Phillips

(SIGNATURE OF LICENSED AGENT)

THE PREMIUM CHARGED FOR

THIS BOND IS: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Title

NOTE: This is an Appearance Bond and cannot be construed as a guarantee for failure to provide payments, back alimony payments, FINES, or Wage Law claims, nor can it be as a Bond on Appeal.



UNITED STATES FIRE INSURANCE COMPANY  
11490 Westheimer Rd., Suite 300 77077  
P.O. Box 2807 • Houston, Texas 77252-2807  
(713) 954-8100 • (713) 954-8389 FAX

## INDEMNITOR/GUARANTOR CHECK LIST

DATE \_\_\_\_\_ BAIL AMOUNT \$ \_\_\_\_\_  
DEFENDANT \_\_\_\_\_ PREMIUM AMOUNT \$ \_\_\_\_\_  
JAIL \_\_\_\_\_ AMOUNT PAID DOWN \$ \_\_\_\_\_  
BAIL BOND # \_\_\_\_\_ CASH COLLATERAL \$ \_\_\_\_\_

- \_\_\_\_\_ 1. I have read and received a copy of the standard UNITED STATES FIRE INSURANCE COMPANY Agreement for surety bail bond.
- \_\_\_\_\_ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard UNITED STATES FIRE INSURANCE COMPANY Agreement for surety bail bond.
- \_\_\_\_\_ 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at the rate of \_\_\_\_\_ percent per annum. There is a \_\_\_\_\_ percent late fee on all scheduled payments not received within five days of the due date. (Note: The insurance company is not a party to any premium financing. Any financial agreement is strictly between the bail agent/agency and indemnitor.)
- \_\_\_\_\_ 4. I understand I am required to pay the amount of the bail premium every year, in advance hereafter, until the surety is legally discharged from all liability on the bonds posted. (States with Renewable Premiums).
- \_\_\_\_\_ 5. A forfeiture of the bail will be entered by the court if the defendant fails to make any court appearance. I understand that, if the bond is ordered forfeited and it is not ordered reinstated, or exonerated within the time allowed by law, I must pay the full amount of the bail forfeited plus expenses to the bail agent/agency.
- \_\_\_\_\_ 6. I understand I am responsible if it becomes necessary to arrest and surrender the defendant and that I am responsible for paying all reasonable costs incurred for locating, apprehending, transporting and surrendering the defendant to custody.



20605 Soledad Canyon Road #100  
Santa Clarita, CA 91351  
Main: (661) 299-2245  
www.SCVBailBonds.com

## MONDAY CALL-IN AGREEMENT

I, the undersigned, agree to these conditions during the term for the Bail Bond Executed on

Date: 9/24/21

Full Defendant Name: Aggiff Joshua

In the amount of \$ 25,000

Acknowledge that as part of my terms of release on bail with SCV Bail Bonds, I agree to call the office of **SCV Bail Bonds at (661) 299-2245** during the hours between **9:00 A.M. to 9:00 P.M.** every **Monday for the duration of my bond.** If I fail to do so, SCV Bail Bonds, Inc. retains the right to "Apprehend" and "Surrender" me back into custody at any time for neglecting to comply with the mandatory call-in responsibilities and release terms and conditions of the bail bond:

**This Signed Agreement shall continue until SCV Bail Bonds, Inc. has received proof of exoneration of the Bail Bonds(s) in our office.**

Agreed to and signed by:

Defendant Signature: [Signature]

Date: 9/24/21



<p style="text-align: center;">Surety:</p> <p style="text-align: center;"><b>United States Fire Insurance Company</b>          11490 Westheimer Rd., Suite 300 • Houston, TX 77077          P.O. Box 2807 • Houston, Texas 77252-2807          (713) 954-8100 • (713) 954-8389 FAX          Email: CourtNotices@cfins.com</p>	<p style="text-align: center;">BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]</p> <p style="text-align: center;"><b>SCV BAIL BONDS, INC.</b>          20605 SOLEDAD CANYON ROAD          SANTA CLARITA, CA 91355          INS. LICENSE #1846812          PHONE: 661-299-2245</p>
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**DEFENDANT BAIL BOND APPLICATION AND AGREEMENT**

You, the undersigned Defendant ("Defendant" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing **United States Fire Insurance Company** ("Surety") to issue, or cause to be issued, a bail bond or undertaking for you, using power of attorney number(s) (if known) \_\_\_\_\_, in the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the \_\_\_\_\_ Court of \_\_\_\_\_ ("Bond").

**DEFENDANT'S NAME AND ADDRESS**

1. Name \_\_\_\_\_ Nickname/Alias \_\_\_\_\_  
First Middle

2. Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_

3. Email \_\_\_\_\_ Social Media Accounts \_\_\_\_\_

4. Current Home Address \_\_\_\_\_

5. How Long? \_\_\_\_\_ Rent or Own? \_\_\_\_\_ Landlord \_\_\_\_\_

6. Former Home Address \_\_\_\_\_

7. How Long? \_\_\_\_\_ Rent or Own? \_\_\_\_\_ Landlord \_\_\_\_\_

8. How long resided in current city? \_\_\_\_\_ How long in current state? \_\_\_\_\_ How Long in U.S.? \_\_\_\_\_

**PERSONAL DESCRIPTION**

9. Date of Birth \_\_\_\_\_ & State) \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_

10. Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Issuing State \_\_\_\_\_

11. Passport Issuing Country(s) \_\_\_\_\_ Passport ID (s) \_\_\_\_\_

12. Height \_\_\_\_\_ Weight \_\_\_\_\_ Eye Color \_\_\_\_\_ Hair Color \_\_\_\_\_

13. Scars, Marks, Tattoos \_\_\_\_\_

14. U.S. Citizen? Yes No Nationality \_\_\_\_\_ Alien # \_\_\_\_\_

15. Any Medical Conditions/Disabilities \_\_\_\_\_

16. Union? \_\_\_\_\_ Local # \_\_\_\_\_ Military Service: Branch \_\_\_\_\_ Active? \_\_\_\_\_ Discharge Date \_\_\_\_\_

**EMPLOYMENT**

17. All Occupations for the past 5 years: \_\_\_\_\_

18. Current Employer \_\_\_\_\_

19. Name \_\_\_\_\_ How Long? \_\_\_\_\_ Position \_\_\_\_\_

20. Supervisor's Name \_\_\_\_\_ Phone # \_\_\_\_\_

21. Most Recent Former Employer: \_\_\_\_\_

22. Name \_\_\_\_\_ How Long? \_\_\_\_\_ Position \_\_\_\_\_

23. Supervisor's Name \_\_\_\_\_ Phone # \_\_\_\_\_

24. Supervisor's Name \_\_\_\_\_ Phone # \_\_\_\_\_

**MARITAL STATUS/CHILDREN:**

Married Divorced Separated Widowed Single Cohab

25. Spouse/girl/boyfriend's Name \_\_\_\_\_ How Long Married/together? \_\_\_\_\_  
First Middle Last

26. Address (if different) \_\_\_\_\_ Email \_\_\_\_\_

27. Home Phone # (if different) \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Social Security # \_\_\_\_\_

28. Occupation \_\_\_\_\_ Employer \_\_\_\_\_ How Long? \_\_\_\_\_

29. Supervisor's Name \_\_\_\_\_ Work Phone # \_\_\_\_\_

30. Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ School/Employer \_\_\_\_\_ Other Parent's Name \_\_\_\_\_



#### VEHICLE

31. Describe Auto: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate # \_\_\_\_\_ State \_\_\_\_\_  
32. Where Financed? \_\_\_\_\_ Amount Owed? \_\_\_\_\_  
33. Insurance Agent's Name: \_\_\_\_\_ Insurance Agent's Phone # \_\_\_\_\_

#### ARREST INFORMATION

34. Date of Arrest \_\_\_\_\_ Booking Name (if different) \_\_\_\_\_ Arresting Agency \_\_\_\_\_  
35. Jail Location \_\_\_\_\_ Booking # \_\_\_\_\_  
36. Charges \_\_\_\_\_  
37. Previous Arrests: \_\_\_\_\_ Charges: \_\_\_\_\_ Date: \_\_\_\_\_ Where: \_\_\_\_\_

38. Pending Charges in Other Counties \_\_\_\_\_

39. Are you on parole/probation? Yes No Parole/probation officer name and phone # \_\_\_\_\_  
40. Are you now under any bond? Yes No Have you ever failed to appear in court? Yes No  
41. Bonded before by \_\_\_\_\_ When? \_\_\_\_\_

#### ATTORNEY

42. Name and Firm \_\_\_\_\_ Phone # \_\_\_\_\_  
43. Email \_\_\_\_\_ Amount of retainer paid \$ \_\_\_\_\_

#### RELATIVES AND FRIENDS

44. Father/Guardian's Name \_\_\_\_\_ Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
45. Cell Phone \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
46. Email \_\_\_\_\_  
47. Mother/Guardian's Name \_\_\_\_\_ Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
48. Cell Phone # \_\_\_\_\_ Home Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
49. Email \_\_\_\_\_  
50. Other Relative/Friend's Name \_\_\_\_\_ Relation \_\_\_\_\_  
51. Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
52. Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
53. Other Relative/Friend's Name \_\_\_\_\_ Relation \_\_\_\_\_  
54. Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
55. Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
56. Other Relative/Friend's Name \_\_\_\_\_ Relation \_\_\_\_\_  
57. Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
58. Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_

#### TERMS AND CONDITIONS

In consideration of Surety, through its producers, representatives or designees, issuing or causing to be issued the Bond, you

Agree to the following terms and conditions:

1. The premium is fully earned upon your release from custody. Premiums are not refundable except as stated below.
2. Surety, as bail, shall have control and jurisdiction over you during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law. In the event your surrender is made prior to your failure to appear in court, and for reason other than as stated in paragraph 5, then you may be entitled to a refund of the bond premium if required by applicable law (if any) as stated in an attached addendum.
3. Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall have no right to any refund of premium whatsoever: (a) you depart the jurisdiction of the court without the prior written consent of the court and the Surety; (b) you move from your current address without prior written consent of the Surety or you fail to notify Surety of any material information; (c) you commit any act that constitutes reasonable evidence of your intention to cause a forfeiture of the Bond; (d) you are arrested and incarcerated for any other offense (other than a minor traffic violation); (e) you make any materially false statement in this application; (f) any indemnitor for you makes any materially false statement in the Indemnitor Application and Agreement; (g) your bail is increased; (h) any indemnitor requests that you be surrendered; (i) there is a material increase in the risk assumed by the Surety (as



HMNH  
PO BOX 51782  
LOS ANGELES CA 90051-6082  
CHANGE SERVICE REQUESTED



JOSHUA R ASSIFF



PASO 12-021

Statement Date	October 11, 2021
Account Number	[REDACTED]
Patient	Assiff, Joshua R
Service Date	09-24-21 to 09-24-21
Service Type	O Er
Total Charges	\$ 0.00
Payments	\$ 0.00
Adjustments	\$ 907.10
Amount You Owe	\$ 907.10

Dear Joshua R Assiff,

Thank you for entrusting your care to Henry Mayo Newhall Hospital.

You are receiving this notice for facility charges only. **Please note that any physician charges will be billed separately.** All known payors have been billed for these services and the remaining balance is your responsibility. Please remit payment in full immediately or contact our office for information on other payment options.

Please contact us at (661) 247-1066 if you have any questions or concerns. We are available to assist you Monday through Friday 8:00 AM to 4:30 PM (Pacific Standard Time).

Henry Mayo Newhall Hospital  
Patient Financial Services  
(661) 247-1066

## PAY ONLINE



**Pay this bill  
with Papaya!**

[www.ppaya.com/hmnhospital](http://www.ppaya.com/hmnhospital)

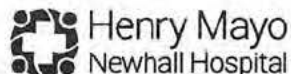
## PAY BY PHONE

**(661) 247-1066**

**MESSAGES:** Thank you for choosing Henry Mayo Newhall Hospital as your healthcare provider. If your family income is less than 350% of the federal poverty level, you may qualify for financial assistance. Please call (661) 247-1066 for more information. Please note that any discounts granted will not be applied to the account until the patient has met their payment obligation in full.

**A SUMMARY BILL IS AVAILABLE UPON REQUEST***Para español vea al lado reverso de este aviso*

please retain this portion for your records



Patient Name	Account Number	Service Date	Statement Date
Assiff, Joshua R	[REDACTED]	09-24-21 to 09-24-21	10/11/2021

Responsible Party	Service Type	Amount You Owe	Amount Paid
Joshua R Assiff	O Er	\$907.10	

TO PAY BY VISA, MASTERCARD, AMERICAN EXPRESS OR DISCOVER, FILL OUT BELOW

<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> American Express	<input type="checkbox"/> Discover
CARD NUMBER		3 or 4 DIGIT CCV CODE	
CARDHOLDER NAME		EXPIRATION DATE	
BILLING STREET ADDRESS	CITY	STATE	ZIP CODE
AUTHORIZED SIGNATURE		AMOUNT PAID	

☐ Please check box if address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

HMNH  
PO BOX 51782  
LOS ANGELES CA 90051-6082



HMNH  
PO BOX 51782  
LOS ANGELES CA 90051-6082  
CHANGE SERVICE REQUESTED



JOSHUA R ASSIFF



Statement Date	November 11, 2021
Account Number	
Patient	Assiff, Joshua R
Service Date	09-24-21 to 09-24-21
Service Type	O Er
Total Charges	\$ 0.00
Payments	\$ 0.00
Adjustments	\$ 907.10
Amount You Owe	\$ 907.10

## \*\*\*\*\*PAST DUE\*\*\*\*\*

Dear Joshua R Assiff,

Thank you for entrusting your care to Henry Mayo Newhall Hospital.

You are receiving this notice for facility charges only. **Please note that any physician charges will be billed separately.** All known payors have been billed for these services and the remaining balance is your responsibility. Please remit payment in full immediately or contact our office for information on other payment options.

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Henry Mayo Newhall Hospital  
Patient Financial Services  
(661) 247-1066

## PAY ONLINE



**Pay this bill  
with Papaya!**

[www.ppaya.com/hmnhospital](http://www.ppaya.com/hmnhospital)

## PAY BY PHONE

**(661) 247-1066**

**MESSAGES:** Thank you for choosing Henry Mayo Newhall Hospital as your healthcare provider. If your family income is less than 350% of the federal poverty level, you may qualify for financial assistance. Please call (661) 247-1066 for more information. Please note that any discounts granted will not be applied to the account until the patient has met their payment obligation in full.

**A SUMMARY BILL IS AVAILABLE UPON REQUEST**

*Para español vea al lado reverso de este aviso*

please retain this portion for your records



Patient Name	Account Number	Service Date	Statement Date
Assiff, Joshua R		09-24-21 to 09-24-21	11/11/2021

Responsible Party	Service Type	Amount You Owe	Amount Paid
Joshua R Assiff	O Er	\$907.10	

TO PAY BY VISA, MASTERCARD, AMERICAN EXPRESS OR DISCOVER, FILL OUT BELOW			
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> AMERICAN EXPRESS
CARD NUMBER		3 or 4 DIGIT CCV CODE	
CARDHOLDER NAME		EXPIRATION DATE	
BILLING STREET ADDRESS	CITY	STATE	ZIP CODE
AUTHORIZED SIGNATURE		AMOUNT PAID	

☐ Please check box if address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

HMNH  
PO BOX 51782  
LOS ANGELES CA 90051-6082





ID #: 2265

MAKE CHECKS PAYABLE TO:

**SANTA CLARITA EMER MED GRP**PO BOX 661540  
ARCADIA, CA 91066-1540HOURS: Mon - Fri 8:00 AM - Noon  
1:00 PM to 5:00 PM

Mondays and Tuesdays are our high call volume days. Please feel free to call our office during our low volume days Wednesday through Friday.

Patient Services is closed for lunch from 12:00 noon until 1:00 PM, P.S.T.  
See alternative messaging number below.

ADDRESSEE:

EGN1018A \*\*\* 7000007136 02.0012.0038 7136/1  
AUTO ALL FOR AADC 913

JOSHUA ASSIFF



CREDIT CARD CHOICES	VISA	MASTERCARD	DISCOVER	AMEX
CARD NUMBER	AMOUNT			
SIGNATURE	EXP. DATE			
CLIENT	ACCOUNT NUMBER	DUE DATE	ACCOUNT BALANCE	

11/9/2021 \$492.00

A SERVICE FEE WILL BE CHARGED FOR ANY CHECK RETURNED UNPAID

MINIMUM \$50.00 PAYMENT OR AMOUNT DUE

Pay at [www.erstatement.com](http://www.erstatement.com)

REMIT TO:

SANTA CLARITA EMERG MED GRP  
PO BOX 661540  
ARCADIA CA 91066-1540

H74000020844132101820210000000492008

☐ PLEASE CHECK BOX IF ADDRESS OR INSURANCE HAS CHANGED. INDICATE CHANGE(S) ON REVERSE SIDE.  
DETACH AND RETURN WITH PAYMENT
**STATEMENT**

Payments for less than full balance shall not constitute payment in full. For Disputes, send documentation of dispute to Director of Compliance, PO Box 661295, Arcadia, CA 91066-1295.

Email us at: [patient@erstatement.org](mailto:patient@erstatement.org) For Billing Inquiries Call: (855) 436-6229

Unless this bill is paid in full by the due date, the provider reserves the right to seek all available insurance coverage and sources to expedite payment.

PAS 12-8-2021

CLIENT	ACCOUNT NO.	STATEMENT DATE	PATIENT NAME	TAX ID NO.	DATE OF LAST PAYMENT	
		10/18/21	JOSHUA R ASSIFF			
DATE	RP	PS	EXAM CODE	SERVICE DESCRIPTION	DIAGNOSIS CODE	CHARGE AMOUNT
09/24/21	1	23	99283	EMERGENCY PHYSICIAN SERVICE	T65.891A	\$602.00
10/08/21			813	CONTRACTUAL ADJUSTMENT		(\$110.00)
10/08/21				\$492.00 was applied to your DEDUCTIBLE		
10/08/21				Insurance payment for services rendered 09/24/21		

**IMPORTANT NOTICE - THIS IS THE ONLY ITEMIZED STATEMENT OF SERVICES YOU WILL RECEIVE, PLEASE RESPOND NOW**

Unless you have a qualified Financial Hardship Discount, this bill must be paid in full within 90 days of the date of this statement or your bill will be deemed delinquent and assigned to a collection agency. Partial payments less than \$50.00 will not extend the delinquency date of your account.

To pay online go to [www.erstatement.com](http://www.erstatement.com) - Your password is:

YOU ARE RESPONSIBLE FOR THE BALANCE SHOWN AS YOUR INSURANCE HAS APPLIED IT TO EITHER YOUR CALENDAR DEDUCTIBLE, CO-INSURANCE OR COPAYMENT!

IF YOU ARE UNABLE TO REACH A PATIENT SERVICES REPRESENTATIVE WE HAVE A MESSAGING LINE 844-301-0809. PLEASE LEAVE A VOICE MESSAGE INCLUDING YOUR NAME, ENTIRE ACCOUNT NUMBER, NAME OF THE PATIENT, AND THE TIME AND NUMBER WHERE YOU CAN BE REACHED.

CURRENT MONTH	OVER 1 MONTH	OVER 2 MONTHS	MINIMUM \$50.00 PAYMENT OR AMOUNT DUE	ACCOUNT BALANCE
\$492.00	\$0.00	\$0.00	DUE DATE: 11/9/2021	
RP 1 - PRIVETT, DARRIN D, MD 2 - 3 - 4 -	PS 23 - EMERGENCY ROOM PLACES OF SERVICE HENRY MAYO NEWHALL MEM HOSP ED			\$492.00 PAGE 1 OF 1

**If you are uninsured or have high medical bills, you may qualify for a discount. See reverse for details.**

SANTA CLARITA EMER MED GRP

PRIMARY INS: KAISER SO CA COMMERCIAL

OFFICE HOURS: Mon - Fri 8:00 AM - Noon  
1:00 PM to 5:00 PM**FOR BILLING INQUIRIES CALL: (855) 436-6229**

THIS DOCUMENT CONTAINS PROTECTED HEALTH CARE INFORMATION AND IS SUBJECT TO PRIVACY REGULATIONS PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS INFORMATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL DOCUMENT TO US AT THE ADDRESS LISTED BELOW, VIA U.S. POSTAL SERVICE. THANK YOU FOR YOUR COOPERATION. FOR MORE INFORMATION REGARDING YOUR PRIVACY RIGHTS, PLEASE WRITE TO: DIRECTOR OF COMPLIANCE, P.O. BOX 661295, ARCADIA, CALIFORNIA, 91066-1295.



ID #: 2266

MAKE CHECKS PAYABLE TO:

**SANTA CLARITA EMER MED GRP**PO BOX 661540  
ARCADIA, CA 91066-1540HOURS: Mon – Fri 8:00 AM - Noon  
1:00 PM to 5:00 PM

Mondays and Tuesdays are our high call volume days. Please feel free to call our office during our low volume days Wednesday through Friday.

Patient Services is closed for lunch from 12:00 noon until 1:00 PM, P.S.T.  
See alternative messaging number below.**ADDRESSEE:**EGN1115A \*\*\* 7000007051 02.0011.0049 7051/1  
AUTO ALL FOR AADC 913

JOSHUA ASSIFF



CREDIT CARD CHOICES	VISA	MASTERCARD	DISCOVER	AMEX
CARD NUMBER	AMOUNT			
SIGNATURE	EXP. DATE			
CLIENT	ACCOUNT NUMBER	DUE DATE	ACCOUNT BALANCE	

12/7/2021 \$492.00

A SERVICE FEE WILL BE CHARGED FOR ANY CHECK RETURNED UNPAID  
MINIMUM \$50.00 PAYMENT OR AMOUNT DUEPay at [www.erstatement.com](http://www.erstatement.com)**REMIT TO:**SANTA CLARITA EMERG MED GRP  
PO BOX 661540  
ARCADIA CA 91066-1540

H74000020844132111520210000000492002

☐ PLEASE CHECK BOX IF ADDRESS OR INSURANCE HAS CHANGED. INDICATE CHANGE(S) ON REVERSE SIDE.  
DETACH AND RETURN WITH PAYMENT
**STATEMENT**

Payments for less than full balance shall not constitute payment in full. For Disputes, send documentation of dispute to Director of Compliance, PO Box 661295, Arcadia, CA 91066-1295.

Email us at: [patient@erstatement.org](mailto:patient@erstatement.org) For Billing Inquiries Call: (855) 436-6229

Unless this bill is paid in full by the due date, the provider reserves the right to seek all available insurance coverage and sources to expedite payment.

CLIENT	ACCOUNT NO.	STATEMENT DATE	PATIENT NAME	TAX ID NO.	DATE OF LAST PAYMENT	
		11/15/21	JOSHUA R ASSIFF	952784661		
DATE	RP	PS	EXAM CODE	SERVICE DESCRIPTION	DIAGNOSIS CODE	CHARGE AMOUNT
				NO NEW ACTIVITY - BALANCE REMAINING		

**IMPORTANT NOTICE**

Unless you have a qualified Financial Hardship Discount, this bill must be paid in full within 90 days of the date of this statement or your bill will be deemed delinquent and assigned to a collection agency. Partial payments less than \$50.00 will not extend the delinquency date of your account.

To pay online go to [www.erstatement.com](http://www.erstatement.com) - Your password is: [REDACTED]

This bill is for the Emergency Physician who is an independent doctor and is required to bill you separately from the hospital.  
IF YOU ARE UNABLE TO REACH A PATIENT SERVICES REPRESENTATIVE WE HAVE A MESSAGING LINE 844-301-0809. PLEASE LEAVE A VOICE MESSAGE INCLUDING YOUR NAME, ENTIRE ACCOUNT NUMBER, NAME OF THE PATIENT, AND THE TIME AND NUMBER WHERE YOU CAN BE REACHED.

CURRENT MONTH	OVER 1 MONTH	OVER 2 MONTHS	MINIMUM \$50.00 PAYMENT OR AMOUNT DUE	ACCOUNT BALANCE
\$492.00	\$0.00	\$0.00	DUE DATE: 12/7/2021	
RP 1 -		PS		
RENDERING 2 -		PLACES OF SERVICE		
PROVIDERS 3 -				
4 -				
		HENRY MAYO NEWHALL MEM HOSP ED		\$492.00

PAGE 1 OF 1

If you are uninsured or have high medical bills, you may qualify for a discount. See reverse for details.

SANTA CLARITA EMER MED GRP

PRIMARY INS: KAISER SO CA COMMERCIAL

OFFICE HOURS: Mon – Fri 8:00 AM - Noon  
1:00 PM to 5:00 PM

FOR BILLING INQUIRIES CALL: (855) 436-6229

THIS DOCUMENT CONTAINS PROTECTED HEALTH CARE INFORMATION AND IS SUBJECT TO PRIVACY REGULATIONS PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS INFORMATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL DOCUMENT TO US AT THE ADDRESS LISTED BELOW, VIA U.S. POSTAL SERVICE. THANK YOU FOR YOUR COOPERATION. FOR MORE INFORMATION REGARDING YOUR PRIVACY RIGHTS, PLEASE WRITE TO: DIRECTOR OF COMPLIANCE, P.O. BOX 661295, ARCADIA, CALIFORNIA, 91066-1295.

**Member name:** Joshua Assiff**Date of birth:** [REDACTED]**Gender:** M**Primary care physician:** MICHAEL VAN TRAN MD, M.D.**Date printed:** 10/14/2022

## Notes

## Notes

Progress Notes by RAFAEL ANGEL ROSADO-COSME MD, M.D. at 9/28/2021 9:25 PM

Status: Signed

Chief complaint may not reflect patient's true symptoms or concerns, please see below for accurate chief complaint IF different from above.

### Chief Complaint

Patient presents with

- PHYSICAL EXAMINATION  
*s/p police altercation*

### History of Present Illness:

Joshua Assiff is a 20 year old male without history of significant medical problems who presents to the urgent care clinic alone for evaluation of neck and upper back pain after altercation with the Sheriffs on Soledad in canyon country. Patient refers was tased and punched in the face.

### Social History:

Patient

### Current Vitals:

### Vitals:

09/28/21 2026

BP: 126/71

Pulse: 95



Resp: 20  
Temp: 99 °F (37.2 °C)  
SpO2: 94%  
Weight: 89.7 kg (197 lb 12 oz)

Estimated body mass index is 21.72 kg/m<sup>2</sup> as calculated from the following:

Height as of 11/17/20: 2.032 m (6' 8").

Weight as of this encounter: 89.7 kg (197 lb 12 oz).

### Social History

#### Tobacco Use

Smoking Status Never Smoker

Smokeless Tobacco Never Used

#### Review of Systems

Constitutional: Negative for activity change and appetite change.

HENT: Negative for congestion.

Eyes: Negative for discharge.

Respiratory: Negative for apnea.

Cardiovascular: Negative for chest pain.

Gastrointestinal: Negative for abdominal distention.

Endocrine: Negative for cold intolerance.

Genitourinary: Negative for difficulty urinating.

Musculoskeletal: Negative for arthralgias.

Skin: Negative for color change.

**Multiple abrasions both arms and back.**

Allergic/Immunologic: Negative for environmental allergies.

Neurological: Negative for dizziness, facial asymmetry and headaches.

Hematological: Negative for adenopathy.

Psychiatric/Behavioral: Negative for agitation.

All other systems reviewed and are negative.

### Physical Exam

Vitals and nursing note reviewed.

Constitutional:

Appearance: Normal appearance.

HENT:

Head: Normocephalic and atraumatic.

Right Ear: Tympanic membrane, ear canal and external ear normal.

Left Ear: Tympanic membrane, ear canal and external ear normal.

Nose: Nose normal.

Mouth/Throat:

Mouth: Mucous membranes are dry.

Eyes:

Extraocular Movements: Extraocular movements intact.

Pupils: Pupils are equal, round, and reactive to light.

Cardiovascular:

Rate and Rhythm: Normal rate and regular rhythm.

Pulses: Normal pulses.

Heart sounds: Normal heart sounds. No murmur heard.

No friction rub. No gallop.

Pulmonary:

Effort: Pulmonary effort is normal. No respiratory distress.

Breath sounds: Normal breath sounds. No stridor.

Abdominal:



General: Abdomen is flat. Bowel sounds are normal. There is no distension.

Palpations: Abdomen is soft. There is no mass.

Tenderness: There is no abdominal tenderness.

Hernia: No hernia is present.

**Musculoskeletal:**

General: No swelling, tenderness, deformity or signs of injury. Normal range of motion.

Cervical back: Normal range of motion and neck supple.

Right lower leg: No edema.

Left lower leg: No edema.

**Skin:**

General: Skin is warm and dry.

Comments: Multiple abrasions healed over with good granulation tissue upper and lower extremities.

**Neurological:**

Mental Status: He is alert.

**Psychiatric:**

Behavior: Behavior normal.

**Reviewed Medical/Surgical, Family and Social History.**

**Recent Laboratory Results:**

No results for input(s): WBC, HGB, HCT, PLT, NA, K, CL, CO2, BUN, CR, GFR, INR, RBS, NEUT, BAND, ANC, MONO, MONOPC, BASOPC, AMYL, ALT, AST, TBILI, ALKP, TROP, CPK, CKMB, CKMBCK, BNP, BASO, ANIONGAP3 in the last 72 hours.

**Today's Orders:**

**Orders Placed This Encounter**

- Ibuprofen (MOTRIN) 400 mg Oral Tab
- Cyclobenzaprine (FLEXERIL) 5 mg Oral Tab

**ASSESSMENT & PLAN**

NECK PAIN (primary encounter diagnosis)

UPPER BACK PAIN

LEFT SHOULDER ABRASION, SUBSEQ

RIGHT FOREARM ABRASION, SUBSEQ

Plan per orders and disposition

CONSULTS: None

ACU COURSE: None

**MEDICAL DECISION MAKING:**

Patient clinically stable.

Problem/Medication Lists reviewed and non-pharmacologic measures discussed.

Discussed management of above diagnosis with patient.

Patient oriented concerning diagnosis and management plan recommend apply ice anti-inflammatories and rest with stretching exercises.

Home on above meds and follow up with primary care physician.

Return precautions discussed. Return for worsening pain swelling or edema.

Please proceed to urgent care clinic or emergency department (as appropriate) if symptoms worsen or fail to improve.

**DISPOSITION TO: HOME**

Patient education given and concerns addressed. The After Visit Summary was provided and all questions answered. The patient or surrogate expresses understanding and acceptance of instructions.

**Electronically signed by:**

Rafael A Rosado-Cosme MD, MHA, FAAFP

Family Medicine

Santa Clarita Urgent Care

9/29/2021

4:09 PM

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#### VEHICLE

31. Describe Auto: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate # \_\_\_\_\_ State \_\_\_\_\_  
32. Where Financed? \_\_\_\_\_ Amount Owed? \_\_\_\_\_  
33. Insurance Agent's Name: \_\_\_\_\_ Insurance Agent's Phone # \_\_\_\_\_

#### ARREST INFORMATION

34. Date of Arrest \_\_\_\_\_ Booking Name (if different) \_\_\_\_\_ Arresting Agency \_\_\_\_\_  
35. Jail Location \_\_\_\_\_ Booking # \_\_\_\_\_  
36. Charges \_\_\_\_\_  
37. Previous Arrests: \_\_\_\_\_ Charges: \_\_\_\_\_ Date: \_\_\_\_\_ Where: \_\_\_\_\_

38. Pending Charges in Other Counties \_\_\_\_\_  
39. Are you on parole/probation? Yes No Parole/probation officer name and phone # \_\_\_\_\_  
40. Are you now under any bond? Yes No Have you ever failed to appear in court? Yes No  
41. Bonded before by \_\_\_\_\_ When? \_\_\_\_\_

#### ATTORNEY

42. Name and Firm \_\_\_\_\_ Phone # \_\_\_\_\_  
43. Email \_\_\_\_\_ Amount of retainer paid \$ \_\_\_\_\_

#### RELATIVES AND FRIENDS

44. Father/Guardian's Name \_\_\_\_\_ Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
45. Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
46. Email \_\_\_\_\_  
47. Mother/Guardian's Name \_\_\_\_\_ Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
48. Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
49. Email \_\_\_\_\_  
50. Other Relative/Friend's Name \_\_\_\_\_ Relation \_\_\_\_\_  
51. Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
52. Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
53. Other Relative/Friend's Name \_\_\_\_\_ Relation \_\_\_\_\_  
54. Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
55. Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_  
56. Other Relative/Friend's Name \_\_\_\_\_ Relation \_\_\_\_\_  
57. Address \_\_\_\_\_ Home Phone # \_\_\_\_\_  
58. Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Employer \_\_\_\_\_

#### TERMS AND CONDITIONS

In consideration of Surety, through its producers, representatives or designees, issuing or causing to be issued the Bond, you Agree to the following terms and conditions:

1. The premium is fully earned upon your release from custody. Premiums are not refundable except as stated below.
2. Surety, as bail, shall have control and jurisdiction over you during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law. In the event your surrender is made prior to your failure to appear in court, and for reason other than as stated in paragraph 5, then you may be entitled to a refund of the bond premium if required by applicable law (if any) as stated in an attached addendum.
3. Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall have no right to any refund of premium whatsoever: (a) you depart the jurisdiction of the court without the prior written consent of the court and the Surety; (b) you move from your current address without prior written consent of the Surety or you fail to notify Surety of any material information; (c) you commit any act that constitutes reasonable evidence of your intention to cause a forfeiture of the Bond; (d) you are arrested and incarcerated for any other offense (other than a minor traffic violation); (e) you make any materially false statement in this application; (f) any indemnitor for you makes any materially false statement in the Indemnitor Application and Agreement; (g) your bail is increased; (h) any indemnitor requests that you be surrendered; (i) there is a material increase in the risk assumed by the Surety (as



determined by the Surety in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired.

4. You shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond including, but not limited to, the following: (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery), plus any out of pocket expenses, (c) any and all extradition costs that may be incurred to apprehend and return you, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or its producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.
5. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act, Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or state law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grant to Surety and its designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning you to custody, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.
6. You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of your bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (i) Surety, at its discretion, will use network-based location technologies to find you; (ii) this is the only notice you will receive for the collection of your location information; (iii) Surety will retain location data only while the Bond is in force and during any applicable remission period; (iv) Surety will disclose location information only to the courts as required by court order; (v) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (vi) YOU WILL NOT HAVE THE OPTION TO OPT OUT OF LOCATION USE DURING THE BAIL PERIOD; and (vii) all questions relating to location capability should be directed to Surety.
7. If you leave the State, subject to applicable law, you waive any right to extradition proceedings and consent to the application of such force as may be necessary to return you to Surety and the court where the Bond was posted.
8. You hereby acknowledge and agree that neither the Surety nor any of its agents, producers, designees or representatives has recommended or suggested any specific attorney or firm of attorneys to represent you in any capacity.
9. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof). Surety may assign any of its rights herein or arising out of any of the transactions contemplated hereby to any party including, without limitation, any of the Surety's agents, producers, designees or representatives ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by Surety, Assignee shall have the right to enforce in any action or proceeding any of Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waives any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action or proceeding.
10. Other Bond Conditions, not included above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Defendant: \_\_\_\_\_

Print Name: \_\_\_\_\_



<p>Surety:</p> <p><b>United States Fire Insurance Company</b> 11490 Westheimer Rd., Suite 300 • Houston, TX 77077 P.O. Box 2807 • Houston, Texas 77252-2807 (713) 954-8100 • (713) 954-8389 FAX Email: CourtNotices@cfins.com</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]</p> <p><b>SCV BAIL BONDS, INC.</b> 20605 SOLEDAD CANYON ROAD SANTA CLARITA, CA 91355 INS. LICENSE #1846812 PHONE: 661-299-2245</p>
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### INDEMNITOR APPLICATION AND AGREEMENT

You, the undersigned indemnitor ("Indemnitor" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing United States Fire Insurance Company ("Surety") to issue, or cause to be issued, a bail bond or undertaking for \_\_\_\_\_ ("Defendant"), using power of attorney number(s) \_\_\_\_\_ (if known) \_\_\_\_\_ in the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the Court of \_\_\_\_\_ ("Bond").

#### 1. INDEMNITOR NAME AND ADDRESS:

RELATIONSHIP TO DEFENDANT: \_\_\_\_\_

Indemnitor's full name: \_\_\_\_\_ Nickname/Alias: \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_  
Email: \_\_\_\_\_ Username: \_\_\_\_\_

Current Home Address: \_\_\_\_\_ How Long? \_\_\_\_\_

☐ Rent or ☐ Own? Landlord/Mortgage Company: \_\_\_\_\_

Former Home Address: \_\_\_\_\_ How Long? \_\_\_\_\_

☐ Rent or ☐ Own? Landlord/Mortgage Company: \_\_\_\_\_

#### 2. PERSONAL DESCRIPTION: Date of Birth \_\_\_\_\_ Sex: ☐ M ☐ F Race \_\_\_\_\_

Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Issuing State: \_\_\_\_\_

How Long in U.S.? \_\_\_\_\_ U.S. Citizen? ☐ Y ☐ N Nationality \_\_\_\_\_ Alien # \_\_\_\_\_

Union? \_\_\_\_\_ Local # \_\_\_\_\_

Military Service: Branch \_\_\_\_\_ Active? ☐ Y ☐ N Discharge Date \_\_\_\_\_

Additional Notes: \_\_\_\_\_

#### 3. EMPLOYMENT:

Occupation \_\_\_\_\_ Employer \_\_\_\_\_ Work Phone: \_\_\_\_\_

How Long? \_\_\_\_\_ Employer Address \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

#### 4. MARITAL STATUS: ☐ Married ☐ Divorced ☐ Separated ☐ Widowed ☐ Single ☐ Cohab

Spouse/girl/boyfriend's Name \_\_\_\_\_ How Long Married/Together? \_\_\_\_\_

Address (if different) \_\_\_\_\_

Email \_\_\_\_\_ Social Media Username: \_\_\_\_\_ Social Security # \_\_\_\_\_

Home Phone # (if different) \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_ How Long? \_\_\_\_\_ Employer Phone # \_\_\_\_\_

#### 5. AUTOMOBILE: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate # \_\_\_\_\_ State \_\_\_\_\_

Where Financed? \_\_\_\_\_ Amount Owed? \$ \_\_\_\_\_



**6. REFERENCE**

Name: \_\_\_\_\_ Relation: \_\_\_\_\_  
Address: \_\_\_\_\_ Employer: \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_  
Name: \_\_\_\_\_ Relation: \_\_\_\_\_  
Address: \_\_\_\_\_ Employer: \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_  
Name: \_\_\_\_\_ Relation: \_\_\_\_\_  
Address: \_\_\_\_\_ Employer: \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

**7. FINANCIAL STATEMENT/CREDIT INFORMATION**

Cash on hand \$ \_\_\_\_\_ Cash in bank \$ \_\_\_\_\_  
Real Estate Value \$ \_\_\_\_\_ Real Estate Mortgage \$ \_\_\_\_\_  
In whose name is title? \_\_\_\_\_ Monthly salary or wages \$ \_\_\_\_\_

**THIS INDEMNITY AGREEMENT** ("Agreement") is entered into between you, the undersigned Indemnitor, and Surety through Surety's duly appointed independent bail producer referenced below ("Producer").

1. You will have Defendant appear in any court required in connection with the bond(s) at the times stated in the bond(s) and all other times as may be ordered by the court.
2. You, jointly and severally (together and separately) with any other indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond, including, but not limited to the following: (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery, plus any out of pocket expenses) (c) any and all extradition costs that may be incurred to apprehend and return the Defendant, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any and all other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or Producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.
3. Will collateral be used to secure this agreement? ☐ Y ☐ N If using Collateral, will it be a lien on real property? ☐ Y ☐ N
4. Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of the obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender the defendant, and you, as indemnitor, shall have no right to any refund of premium whatsoever: (a) the defendant departs the jurisdiction of the court without the prior written consent of the court and the Surety; (b) the defendant moves from current address without prior written consent of the Surety or fails to notify Surety of any material information; (c) the defendant commits any act that constitutes reasonable evidence of the intention to cause a forfeiture of the Bond; (d) the defendant is arrested and incarcerated for any other offense (other than a minor traffic violation); (e) the defendant makes any materially false statement in this application; (f) any indemnitor that makes any materially false statement in the indemnitor Application and Agreement; (g) the bail is increased; (h) any indemnitor requests that the defendant be surrendered; (i) there is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired.
5. Subject to applicable law (if any) as stated in an attached addendum: (a) any property or collateral you deposit is deposited as security for the payment of any and all monies and sums due to Surety or Producer, including all liability, demands, debts (including promissory notes), damages, judgments, interest, premiums (including renewal premiums, which are due on demand twelve months after the date on which the Bond is issued, services charges, attorneys' fees and costs suffered, sustained, made or incurred by Surety or Producer on account of, arising out of or relating to the Bond and transactions contemplated thereby (including, without limitation, the items referenced in paragraph 2 above), your failure to comply with the terms and conditions of this Agreement, and any and all debt or other obligations arising out of or evidenced by any agreement executed by Defendant, you or any other indemnitor for the benefit of Surety or Producer ("Liabilities"); and (b) if you grant the Surety a lien or a security interest in any property or collateral to enforce the obligations contained in this Agreement, and if you do not perform all of your obligations in this



Agreement, you authorize the Surety to (i) apply or sell any collateral security you deposited to reimburse the Surety for any and all Liabilities of any kind or nature, (ii) hold, apply or sell the collateral, or any part thereof, to protect or reimburse the Surety by reason of the execution at any time of any other bond for or on behalf of you or Defendant, and (iii) apply and sell the collateral for the purpose of placing the Surety in cash funds or protecting the Surety against any claim, demand or loss under the Bond or any other bond executed on your or Defendant's behalf. Subject to applicable law (if any) as stated in an attached addendum, the Surety may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said collateral at such sale or sales, freed and discharged from any equity or redemption.

6. The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event of depreciation of the collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection, upon request of the Surety, you shall provide the Surety with additional and satisfactory collateral so that the total market value of the collateral shall, at all times, be equal to the market value of the collateral at the time of its initial deposit. Subject to applicable law (if any) as stated in an attached addendum, if you fail to deposit such additional collateral, the Surety shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such collateral, substituted collateral, or additional collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said collateral at any such sale, freed and discharged from any equity or redemption.
7. If a confession of judgment is taken in connection with the Bond, the Surety shall have the right to enter and file the same at any time, and such judgment shall be a lien and entitled to a preference against any of your property, whether or not the Surety is indemnified at the time of the filing or entry of such judgment. In case a confession of judgment is filed by the Surety against you, the judgment entered shall be effective and available to the Surety against you not only in connection with the Bond but also in connection with any other bond that may have been written by the Surety in which you are either the indemnitor or defendant.
8. You acknowledge and agree that the Surety may foreclose any or all of the liens and security interests arising out of the transactions relating to the Bond or this Agreement, or exercise any of its rights or remedies under this Agreement, or take any combination of such actions, without waiving any other right or remedy. Failure to exercise any rights or remedies of the Surety at any one time shall not constitute a waiver of the right to exercise them at any other time. Any security or collateral you give may be substituted, subordinated, or released by the Surety without affecting any other rights. The Surety shall not be obligated to enforce its rights against any security or collateral prior to enforcing its rights against you or any other indemnitor.
9. Subject to applicable law (if any) as stated in an attached addendum, the Surety will return the collateral to you when all of the following are satisfied: (i) the Surety receives competent written legal evidence satisfactory to the Surety (for example, written notice from the court) of the Surety's discharge or release from all liability under the Bond; (ii) there are no outstanding Liabilities of any kind including, without limitation, premium or renewal premium charges, arising out of or relating to the Bond; (iii) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the Surety may deem it advisable to retain such collateral for its protection; and (iv) upon the Surety's request, you shall have executed and delivered to the Surety a general release upon the Surety's return of the collateral to you. If the Surety deems it necessary to make any outlay to protect any collateral or security in its possession, whether the same be real or personal property, you authorize the Surety to do so, and you agree to indemnify and reimburse the Surety for any such outlay as in the judgment of the Surety may be necessary to protect its collateral or security, including payment of taxes or liens or mortgages and any attorneys' fees or service fees for time spent and/or special services rendered.
10. The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond to the Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any action, proceeding or otherwise any of the Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise. If more than one bond is made or has been made for the Defendant, then this Agreement shall extend to and cover all those bonds and the terms of this Agreement shall apply to each bond individually or as a group.
11. This Agreement and all documents that are executed in connection with this Agreement set forth all the terms of the agreement between the Surety and you. All statements, representations, promises, agreements, and affirmations made by the Surety and its producers and employees prior to or contemporaneously with the execution of this Agreement are contained within this document, and unless they are specifically set forth in this Agreement are of no force or effect whatsoever in determining the rights and liabilities of the Surety and you. You further agree to execute and be bound by any other future documents necessary to carry out and effectuate this Agreement.
12. You hereby acknowledge and agree that neither the Surety nor its Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.
13. This Agreement may not be terminated or modified orally. All modifications and terminations of this Agreement, including any release of your liability hereunder, must be in writing and signed by the Surety and you.
14. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or State law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grants to surety and its producers, agents and representatives the right to enter your residence or other property owned or occupied by you or Defendant without notice, at any time, for the purpose of locating, arresting, and returning to custody the Defendant, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.



15. You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of Defendant's bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (i) Surety, at its discretion, will use network-based location technologies to find you; (ii) this is the only notice you will receive for the collection of your location information; (iii) Surety will retain location data only while the Bond is in force and during any applicable remission period; (iv) Surety will disclose location information only to the courts as required by court order; (v) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (vi) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE DURING THE BAIL PERIOD; and (vii) all questions relating to location capability should be directed to Surety.
16. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide the Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof).
17. You have not been paid to sign this Agreement. You have read the above contract, understand it and agree to fulfill ALL of the provisions therein.
18. Other Bond Conditions, not included above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read, understand, and agree to all of the terms and conditions set forth in this document, including all terms set forth on the back side of each page.

SIGNED, SEALED AND DELIVERED at 24, this date: September 21

Witness Sig

Print Name